



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTITQ0090 1

EFFECTIVE BEGIN DATE: 05-01-2007
EXPIRATION DATE: 04-30-2012
PAGE: 1 of 5

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

SYMPHONY CORP
Ste 201
2693 Research Park Dr
Madison, WI 53711
USA

VENDOR CONTACT:

Usha Shankar
PHONE: 608-294-4090 **EXT:**
EMAIL: usha@symphony.cc
VENDOR #: 39188211700

DESCRIPTION OF ITEMS CONTRACTED

CONSULTING, IT

SEE ATTACHED DOCUMENTS

Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise.

This contract is for ITQ service categories:

- 1) Strategy, Vision, Consulting
- 2) Project Management
- 3) Design / Planning
- 4) Developing
- 5) Testing
- 6) Implementation
- 9) Administration

Contact:

Anant Baliga / Usha Shankar
ph: 608-661-7602
fax: 608-294-9321
Email: anant@symphony.cc; usha@symphony.cc

PCQT# _____

Rating: 8.08

RENEWAL PERIODS

FROM 05-01-2012 **TO** 04-30-2014



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FROM 05-01-2014 TO 04-30-2016

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		91829	\$0.000000
				\$0.000000
			Computer Software Consulting	
			Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.	
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			9) Administration	
			Contact:	
			Anant Baliga / Usha Shankar	
			ph: 608-661-7602	
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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

N60

NET 60 DAYS



Professional / Technical Personnel Questionnaire



*Categories 1, 2, 3, 4, 5, 6
and 9*

Submitted by
Symphony Corporation

January 15, 2007

<http://www.symphony.cc>
Headquarters:
2693 Research Park, Suite 201
Madison, WI 53711
Tel. (608) 661-7608

Primary Contact: Ms. Usha Shankar (usha@symphony.cc)

Anant Baliga
anant@symphony.cc



2693 Research Park Dr.
Madison, WI 53711
Tel 608-661-7602
Fax 608-294-9321
www.symphony.cc

We synchronize business, technology and people.

ITQ EXHIBIT C --- MANDATORY AGREEMENT QUESTIONNAIRE

This section consists of a series of questions that must be answered to the affirmative prior to proceeding with development of your response. It confirms your understanding of and agreement to our requirements for submitting a response. Negative responses will disqualify you. Please insert a copy of your answers inside each of your responses.

1. Do you agree that the contents of your proposal(s) will become part of any resulting ITQ and related POs and can not be held confidential? YES __ Yes__ NO ____
2. Do you agree to submit one original of your proposal, together with two (2) copies and a electronic soft copy on diskette? YES __ Yes__ NO ____
3. Will you include at least three (3) client references and agree you must attain acceptable scores from references for each service category you are attempting to qualify for? YES __ Yes__ NO ____
4. Do you agree that you must maintain an acceptable rating by each agency you do work for in order to remain pre-qualified for each service category? YES __ Yes__ NO ____
5. Do you agree to abide by agency specific requirements as outlined in section 1-25? YES __ Yes__ NO ____
6. Do you agree that your response will remain valid for at least 120 business days and duration of ITQ and related POs? YES __ Yes__ NO ____
7. Are you a TSB or do you currently have or have had a contracting role in three (3) projects for each of the categories you are attempting to qualify for? YES __ Yes__ NO ____
8. Do you agree that if the STATE finds any part of your response to be false, you will be placed on temporary suspension from doing business with the STATE? YES __ Yes__ NO ____
9. Do you accept the requirements stated in sections 1-19 and 1-21? YES __ Yes__ NO ____
10. Will you provide all documents of proof of insurance as required by this ITQ and any related POs? YES __ Yes__ NO ____
11. Are you aware that the STATE will conduct any and all background checks it deems necessary? YES __ Yes__ NO ____

SUBMIT COMPLETED COPY INSIDE YOUR RESPONSE.

COMPLETED BY ____ Usha Shankar _____

1. How do you intend to provide the resources required by this ITQ

Symphony Corporation is a leading provider of technology consulting services. Symphony has been successfully providing technology consulting services to government and corporate clients for the last ten years and is one of the top 3 IT consulting companies in Dane County. Symphony employs over 250 professionals globally and is committed to retaining excellent talent and creating quality jobs.

Symphony follows various methods for recruiting qualified professionals from diverse backgrounds. Some of these selection methods include:

- Symphony Database
- Campus Recruitment
- Employee Referrals
- Advertisements
- Head Hunting
- Third Party Recruitment/ Head Hunters

Symphony recruits staff both for current needs and anticipated future requirements through a variety of sources including referrals job fairs, Internet, search firms, etc. Symphony always maintains a database of potential high skilled personnel. Recruitment is done for its offices both locally in the US and by deputing staff from its offshore delivery centers in India.

Symphony has also established liaison with leading external recruitment agencies. Regular recruitment of new graduates from leading engineering colleges is another source to recruit persons who can be trained in new technology.

Well-established processes cover the Human Resources Department (HRD) recruitment activities. The processes ensure that only persons from leading engineering colleges are considered. For each position, experience, skill requirement, levels of knowledge are established. For fresh recruits, Symphony considers persons with Bachelor of Engineering, Master of Computer Applications or Master of Science qualification. For skilled staff, giving the required profile insertion in the Regional and National Newspapers and Computer magazines use an advertisement medium. Interviews are conducted to check the credentials of the candidate and their project experience. All the interview records are maintained. These ensure quality of recruited personnel.

Symphony's successful government practice extends beyond the State of Wisconsin. Symphony's other government clients include the State of Tennessee, State of New Mexico and the US Federal Government. Symphony has recently been awarded a 5-year contract from the US Department of Health and Human Services (HHS) to re-engineer, develop and maintain their written quality management program. Symphony has also been awarded a 3-year extension to develop and maintain the child support system program of the State of Tennessee.

We built our reputation on the successful management of client relations, dedication to service quality and most importantly this has been done with the interest of our most valued resources in mind, our personnel.

Symphony has introduced several industry best practices that enhance the success of its engagements. Symphony's methodology is ISO 9001: 2000 certified. Symphony has been recently internally audited at CMM level 4 and is expected to complete its external audit in June, 2006. It is our understanding that Symphony is the only company headquartered in Wisconsin with these quality certifications and Symphony's business process services follow Six Sigma guidelines.

2. Identify the SP contract administrator and describe the functions that person will perform

Symphony understands and appreciates ITQ's requirement to identify SP Contract Administrator and to have sound staffing practices. Symphony understands that the staffing practices that form a part of overall personnel management practices directly impact the health of the team and output to the engagement. Usha Shankar is SP Contract Administrator.

Key Functions of SP Contract Administrator

- Strategize and develop staffing strategy
- Ensure Recruitment and HR team complies with ITQ's skills and job description requirement
- Assist in problem resolution
- Ensure compliance with small, small disadvantaged business requirements
- Ensures compliance with contractual obligations
- Negotiate and/or execute agreements

3. Describe how you plan on providing additional personnel if it becomes necessary to properly staff projects

Symphony has large operations in the US with delivery centers in Madison – Wisconsin. Resources out of these delivery centers can be rapidly deployed as contingency staffing.

We have the ability to move resources to work on global assignments at a very short notice. In order that a sudden movement of resources (medical, attrition) does not adversely affect a project, core members of the project team are shadowed. Every person as a part of this process is required to identify a backup. In volatile systems, additional buffer team members are added who work in parallel with the team and participate in the team as regular team members. Through a carefully designed process of cross training and management of redundant resources on the project, the transition is absolutely transparent to the client.

For technical professionals, based on the business pipeline and indication of future resource ramp up plans, Symphony always maintains a buffer of 5-10% of technical professionals. This helps in ramp up of resources on a short notice and in a timely manner.

Based on client approvals, there is a planned phasing in and phasing out of resources depending on one's career growth plans, interest in the job and performance. This type of job rotation, with a flexible frequency, ensures that on critical key application areas, many in the team have working exposure and the project team is not dependent on a specific person. This leads to knowledge transfer documentation to be created and updated with the application release cycles.

4. Describe your company's ability to uniquely address problems and issues related to the service category

Issue Management

The objective of our Issue management method is to identify, track and close any issues that arise through the engagement. Documentation of these issues will help us continually improve our services to DHFS.

The process of Issue Management involves resolving issues within the project team (including subcontractors) and between the Symphony and the DHFS. This will involve the proper escalation paths for issues the project team cannot resolve.

Issues arise all through the consolidation initiative that could have negative impacts on the project if not addressed properly. While most issues will be completely resolved through the Issue Management process, some may progress through the Change Management process if their resolution impacts the project's charter.

Symphony understands that a project that proceeds without exercising an Issue Management Plan is likely to experience team and client discord, scope creep and negative schedule impacts. The Issue Management process will bring visibility to issues, accountability as to how they are acted upon, and their timely resolution. Analysis of the issue will provide data and understanding for a more informed decision. Recording and reviewing issues will enhance our improvement of servicing DHP.

The primary goals of the Issue Management Plan are to ensure that:

- Issues are identified, evaluated and assigned for resolution.
- Issue resolutions determined to impact the scope, schedule, or quality of the project will go through the change management process.
- Issue resolutions or decisions are documented and communicated to all affected parties.

The Issue Management plan will address the following:

- Raising an Issue
- Logging and Tracking Issues
- Assigning Issues for Evaluation and Planning Resolution Actions
- Implementing Issue Resolution Actions
- Roles and Responsibilities in the Issue Management Process

The Issue Management Plan will be communicated to all project team members and stakeholders. The traditional Issue Management process that will be followed is graphically depicted below:

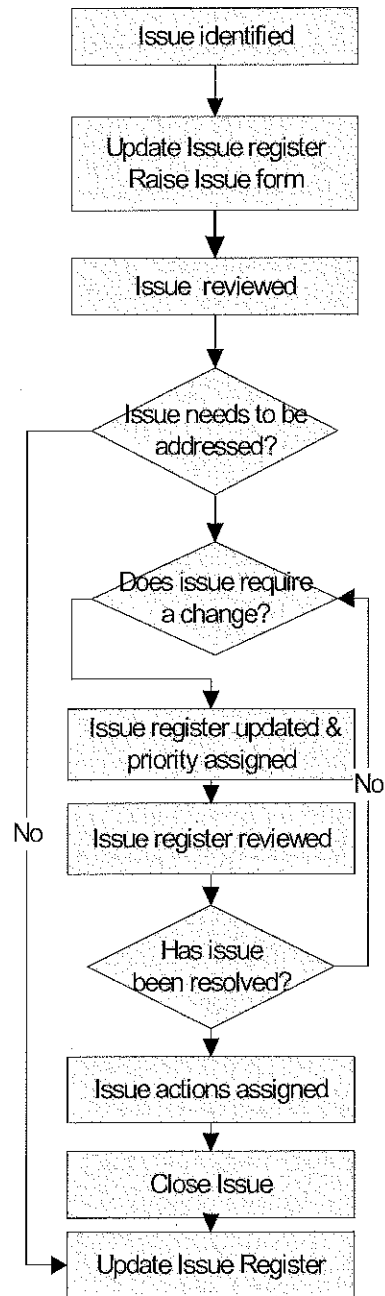


Figure: Issue Management Process

5. Describe your company's practices in adopting client policies and methods

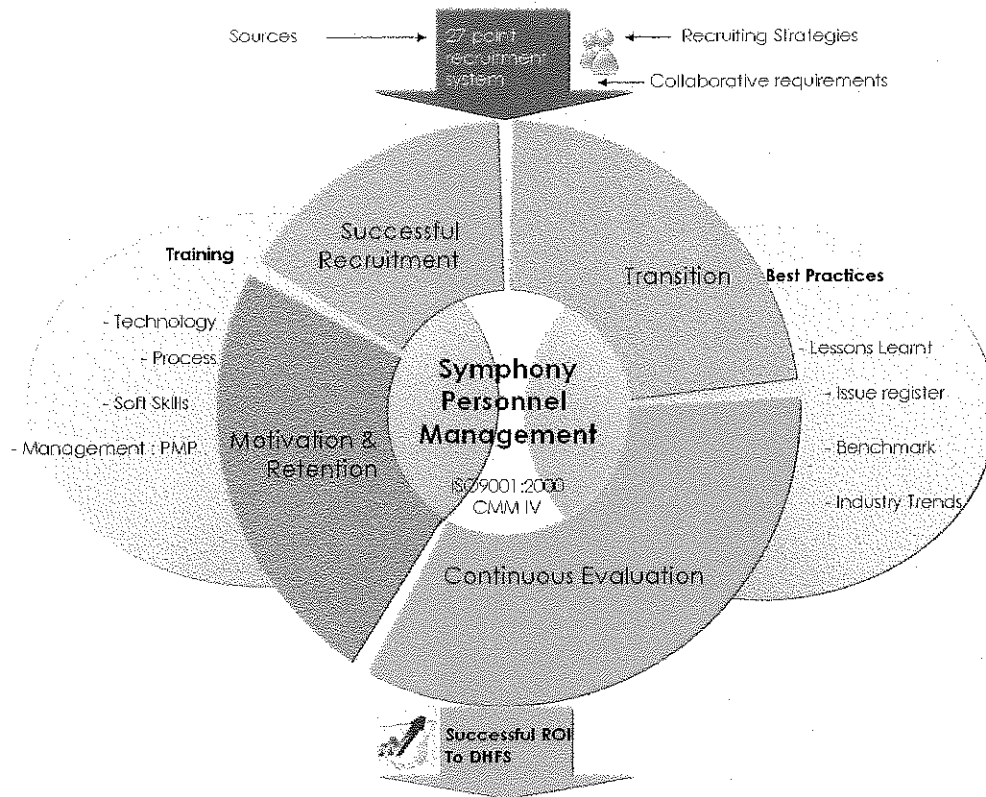
Symphony understands and appreciates ITQ's requirement of its vendor to have sound staffing practices. Symphony understands that the staffing practices that form a part of overall personnel management practices directly impact the health of the team and output to the engagement.

Personnel Management

Symphony has designed comprehensive workforce practices that enable Symphony to align the interests of the individual and company, and work towards a mutually rewarding goal.

Symphony is dedicated to providing the highest quality products and services to not only meet but also exceed the needs and requirements of our customers. A learning environment is key to Symphony's success and diversified assignments broaden our employees' skills and competencies.

Symphony uses an integrated Human Resource process for the selection, training, & development, and performance management to lead to the most efficient and effective work processes and to support our employees. The Company's dynamic workforce brings this same level of superior support to our clients as well.



Recruitment

Symphony follows various methods for recruiting qualified professionals from diverse backgrounds. Some of these selection methods include:

- Symphony Database
- Campus Recruitment

- Employee Referrals
- Advertisements
- Third Party Recruitment

Symphony recruits staff both for current needs and anticipated future requirements through a variety of sources including referrals job fairs, Internet, search firms and others. Symphony always maintains a database of potential high skilled personnel. Recruitment is performed from its headquarters in Madison, WI.

Symphony has also established liaison with leading external recruitment agencies. Regular recruitment of new graduates from leading engineering colleges is another source to recruit persons who can be trained in new technology.

Symphony follows a 27-point applicant screening and recruitment process. This rigorous process is continually evaluated by internal personnel. Additionally, Symphony analysts are projecting the supply and demand of critical and unique skill-sets as well as examining IT trends and leading edge technologies.

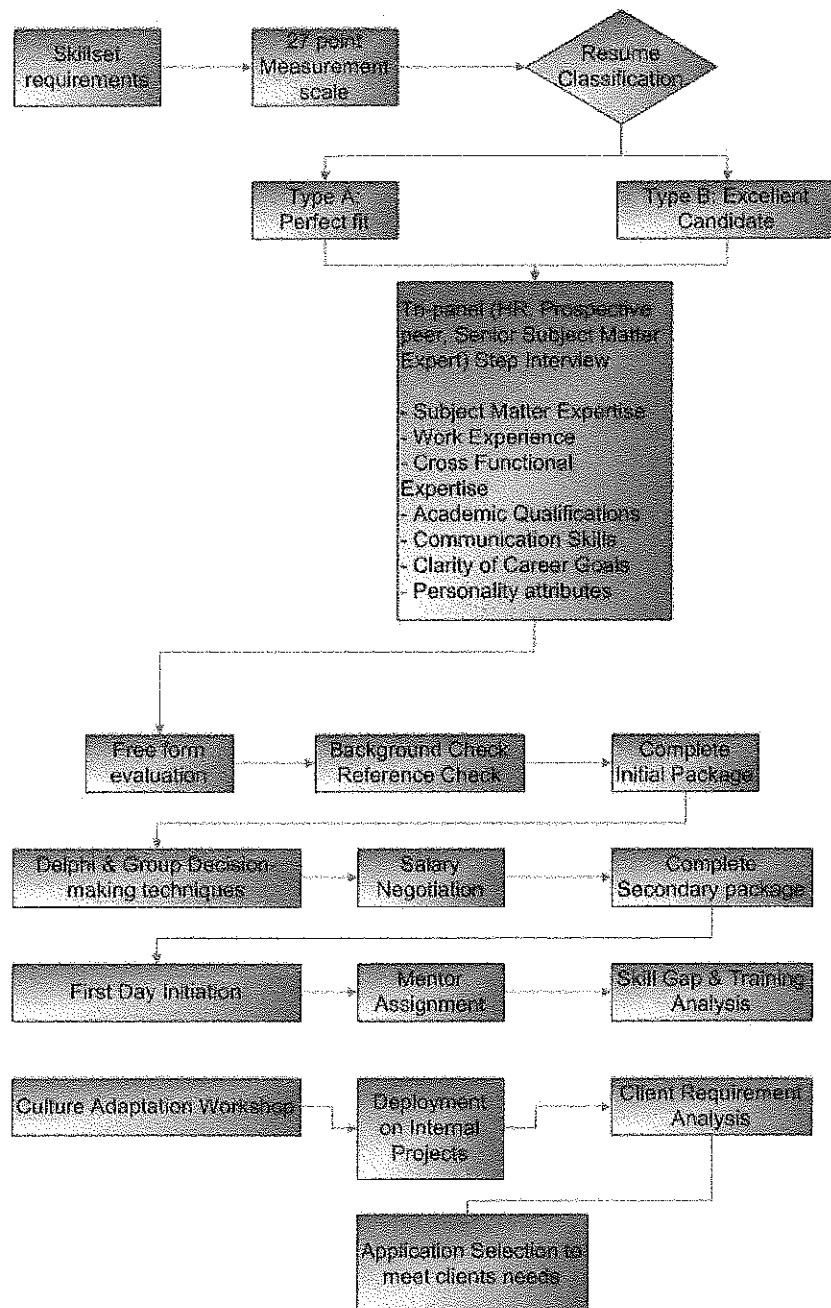


Figure 1 : 27-point Recruitment Process

Training

Symphony personnel will be required to possess the appropriate technical skill sets to perform their respective duties effectively in support of each of the ITQ's task areas. Additional training will be provided to them as required. Throughout the course of our engagement with ITQ, Symphony team will perform knowledge reviews. The Symphony Team will have access to Symphony's Knowledge Management Center and will ensure that the Symphony Team's personnel at ITQ are kept updated with the best practices and trends in server consolidation, infrastructure maintenance and support.

Symphony Team members will also have access to a vast array of work products, lessons learned and adapted methodologies through the knowledge management capabilities. Access to this intellectual capital, in conjunction with our maintenance process and reviews, allows the Symphony team to start smart and start fast in customizing the approach where needed.

Motivation

Our highly competitive total compensation and benefits package attracts and retains a quality workforce. We link compensation, rewards and recognition to performance objectives. Symphony also encourages and supports a strong commitment to training and development of our employees. Employees are motivated to succeed and receive on-the-job training and diverse work assignments. This is coupled with continual skill enhancement and a tuition reimbursement program to assist employees with personal and professional development.

The adoption of the best HR practices has helped Symphony in addressing the basic workforce practices such as communication, staffing, improving the work environment, performance management, compensation, training and competency development.

These well defined workforce practices have enabled us to align the motivation of individuals with that of the organization and retain human assets within the organization.

The following lists some of the policies and programs we have in place at Symphony to retain employees:

- Structured career development program with annual performance review and performance bonus. Career paths include project management and other progressively more responsible IT duties.
- New recruits are mentored on internal projects under senior staff.
- Around the clock HR support to assist staff in HR related matters, travel and logistics, banking, financial assistance.
- Competitive salaries periodically revised as per consultant's experience and market situation. A well structure plan is in place for internal promotion of employees.
- Attractive benefits including company paid vacations, referral bonus, project related bonuses.

Continuous Evaluation Approach

As contract organizations that specialize in providing industry leading IT and management consulting services, Symphony wants to deliver the best personnel available for the job. Therefore, in addition to regular reviews of monthly status reports and quarterly Project Performance Scorecards, our Human Resource Department (HR) conducts annual contract staff performance reviews. The performance reviews begin with a standardized evaluation form completed by the client Point-of-Contact. An HR representative and the designated Project Manager meet with the employees to discuss self-assessment, the assessment of the POC, project goals and concerns, career goals, and salary expectations. Symphony may identify a need to conduct an unscheduled performance review in addition to the annual, normally scheduled session. We conduct this review in response to client concerns, employee concerns or changes in the project requirements.

Our continual focus on self-evaluation and assessment of our human resources allows us proactively manage our resources and identify opportunities to respond to changing needs and retain only the most highly skilled employees. Symphony is committed to a performance management cycle that employs ongoing performance feedback, as well as written evaluations. In addition to ongoing dialogue and feedback we have developed a Performance Improvement Plan to ensure that all employees meet performance expectations of the Department of Health and Family Services. ITQ and Symphony will jointly identify skill upgrades and enhancements.

Transition Management

Symphony has one of the lowest attrition in the industry. Nevertheless, Symphony has sound transition methodology as a contingency plan to attrition. The objective of our methodology is to ensure reduced learning curve and optimize cost impact. Symphony's transition methodology includes concurrent resource allocation, soft and hard skill matching, functional knowledge transfer, technical knowledge transfer and comprehensive project hand over. The replacement personnel is expected to sign off certain hand over documents to ensure smooth, error free transition. ITQ will have the right to interview, accept or deny the replacement.

Sub-contractor Management

Symphony does not anticipate the participation of any subcontractors or vendors. To make the proposal comprehensive, and to give ITQ an understanding of our sub-contractor review system, Symphony would like to use fig0 to illustrate its closed-loop method of managing vendors and subcontractors.

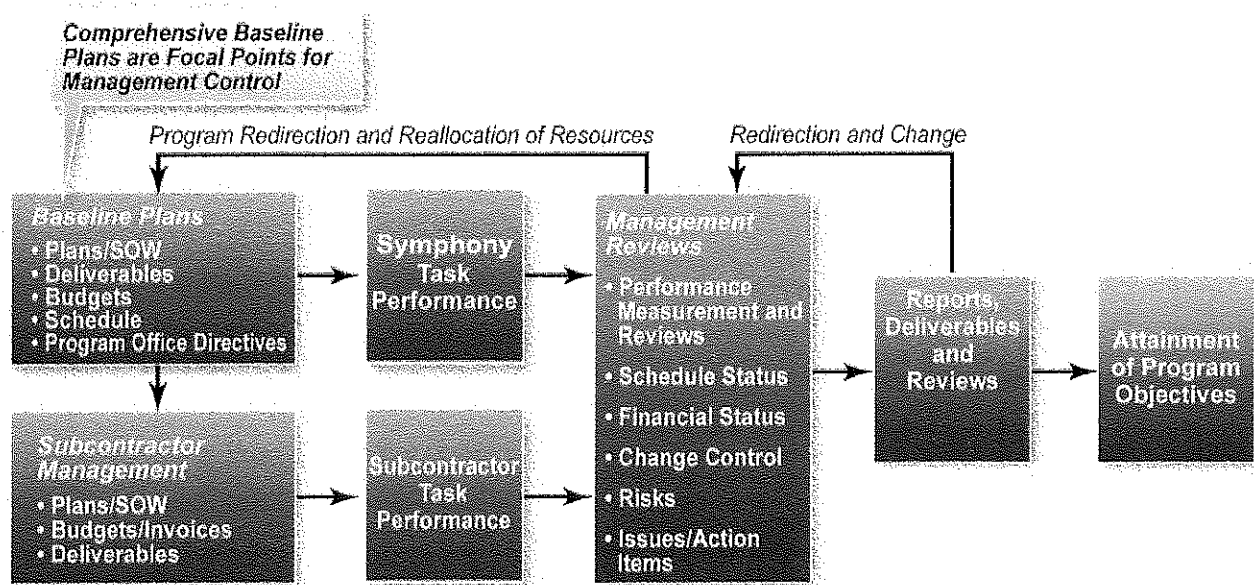


Figure 2 : Closed-Loop methodology

The Closed Loop Management Process for management/control, cost, performance, and plans are comprehensive and rigorous and extends throughout our engagement with ITQ.

The process is rooted in the baseline plans identified above. Progress against the plans is measured via metrics and reviews. A major attribute of the closed-loop process is that it enables the project manager to react to deviations to the baseline plans that may be uncovered during execution. Deviations to baseline cost and schedules are analyzed for reason and program impact. Containment and mitigation approaches are developed, if possible. If a response to the problem cannot be managed a Program Change Request will be initiated to correct the baseline cost or schedule baseline.

As a key element of our closed-loop management process, we will use continuous evaluation and reviews of the technical, schedule, quality, and financial performance. These reviews are used to manage our program performance and subsequently our sub-contractors.

6. List each type/ brand of operating system/ communication system you are experienced with in each category below and make comments

a) Mainframes: IBM's z/OS MVS/ESA (OS/390), VM/ESA & VSE/ESA

b) Midrange / Minicomputer: None

c) Client / Server / Distributed Systems:

d) Desktop: Dell, Gateway, IBM and HP

e) Languages and DBMS : C, C++, VC++, Visual Basic, .Net, ASP, Java, J2EE, JSP, Oracle, MS SQL Server and Sybase

7. Describe your products / experience with Databases

Experience

- Symphony has designed and developed server-side scripts for automated monitoring, administration, and performance tuning of Oracle, SQL Server, Sybase running on multiple Operating Systems. Technologies involved were UNIX shell scripting (Korn and Bash), Awk, Perl, XML, and T-SQL.
- Provided senior-level database administration, technical consultation, advice and support to client-side developers on issues related to computer programming and resolution of complex architectural problems.
- Provided compliance services and offered assistance in technical standards and software lifecycle guidelines/best practices.
- Extended existing design to provide functionalities covering Replication Server and Veritas Cluster Server.

Technologies: Oracle, MS SQL Server, MySQL, Sybase, Toad for Oracle, Toad for DB2 and Data modeler

8. What general software applications have you experience in?

- Oracle, PeopleSoft and SAP Enterprise Wide Resource Planning Systems
- Child Support Enforcement Applications
- Human Resource, Payroll, Financial Accounting, Purchasing, Facilities management, fleet and Training Applications
- Eligibility, Automated Determination and Reporting Systems for welfare programs
- CARES (Client Assistance for Re-employment and Economic Support Systems)
- Enforcement Case Management for Dept of Transportation- FRA
- Employee Retirement Systems
- Data warehouse, Data mining, business intelligence and reporting application (Cognos, SAS, Business Objects, Informatca and Oracle)

9. Please describe any experience and deployed solutions in each of the following specific technologies below

a) Data development, data analysis and data modeling

- Symphony built a comprehensive solution for designing the Information Delivery which involved the creation of a series of data marts that spanned the multiple business processes for public sector and private agencies. Each business process had an underlying set of data marts with data at the atomic level that covered all the needs pertaining to that business process. The data marts were designed in a Data Warehouse Bus architecture that allowed for incremental development. With each data mart that was built next business process data marts used dimensions that were previously constructed and were easier to develop.
- Experience in developing Application Architecture, Information Architecture, Middleware and Integration
- Experience in ETL application architecture, design, development and implementation for batch processes
- Experience in tuning ETL procedures and STAR schemas to optimize load of the programs, ETL procedures and processes

b) Data collection and clean up mapping

- Symphony was contracted to perform data collection and clean up mapping for a large PPO in the nation. As part of engagement Symphony's services included provider database update, maintenance, medical claims re-pricing Systems, Claims Data Management, Administration Support and Custom Web Reporting Systems"

c) Electronic Commerce / EDI

- Most recently, Symphony was contracted by a large healthcare technology company to develop an ANSI-X12 4010 HIPAA-compliant EDI plug-ins for its clearinghouses. For the purpose of this project, the WebMD clearinghouse was selected. The plug-in was integrated with client's practice management software. The client provided Symphony with the source-code for the plug-in for one of its other clearinghouses and related documentation including EDI guidelines and sample reports. The customer gave Symphony the freedom to reverse-engineer the product for the purpose of understanding the code and revise the base plug-in code according to the specifications that would comply to clearinghouse-specific requirements.
- Symphony has experience in EDI 210 format for Transportation industry. Our team has experience in design, development and testing interface with third party systems

d) IT Staffing

- Symphony has been providing IT Staffing services to public sector agencies for the last ten years. Currently, Symphony has 85 consultants working in commercial and public sector projects. This talent is well compensated and highly motivated to deliver for the State. By rewarding excellent talent Symphony is able to retain its employees and contractors for the duration of our clients'
- Symphony's clients include GE Healthcare, GE Transportation, TDS Telecom, VeraxID, Emageon, Regal Beloit Corporation, DOT-FRA and others

COST DATA SHEET for ITQ Number #BD80200S102_____ Revision 1.0 _____

FOR SERVICE CATEGORY: _Strategy / Vision/ Consulting, Project Management, Design/
Planning, Developing, Testing, Implementation and Administration_____

COMPANY NAME: _Symphony Corporation_____ date _01/08/2007_____

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Architect	110
Subject Matter Expert	125
Business Consultant / Analyst	110
Program Manager	145
Project Manager	135
Project Administrator	120
Technical Writer	70
Architect / Technology Lead	90
Developer	75
Sr Developer	85
Jr. Developer	75
Engineer	80
Jr Engineer	69
Emerging / Niche Technology	90
Test Planning	75
Quality Assurance	75
Implementation Planning	80
Database	95
Security	110

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and If such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

ITQ EXHIBIT A

NON-COLLUSION AFFIDAVIT

I, the undersigned, am the person responsible for the preparation of and cost data contained in this response submitted to the STATE in response to this ITQ and certify that:

Cost data has been arrived at independently and without consultation with any other party.

No information regarding this response content has been disclosed to any other party that may be or may potentially be responding to the ITQ with a response.

No attempt has been made to induce or to refrain any other party in responding to this ITQ or to influence the content of their response.

This response and subsequent proposal(s) submitted by my firm to RFPs referring to this ITQ is made / will be made in good faith and not pursuant to any discussions / agreement with any other party.

My firm and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation or been convicted for any act prohibited by federal law involving conspiracy or collusion with respect to bidding on public ITQ and related POs, except as follows:

I understand that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the STATE of the true facts relating to the response submission for this ITQ.

Name: Usha Shankar, Position : Director of Operations

SIGNATURE: Usha Shankar Date : 01/08/2007

Representing COMPANY NAME: Symphony Corporation

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY 8th January OF 2007 _____.

NOTARY PUBLIC [Signature] My commission expires: 2/4/2007

RECEIVED
07 FEB - 1 PM 12:12
G.S. PURCHASING
IOWA

ITQ EXHIBIT B

LOBBYING CERTIFICATION FORM

FOR ITQ AND RELATED POSS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of her or his knowledge and belief, that

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract or agreement, or the making of any federal grant, loan, or co-operative agreement.

If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence the making of federal contracts or federal grants, loans, co-operative agreements, the undersigned will submit full disclosure of lobbying activities showing all details and supporting documents.

The undersigned will require any or all subcontractors to submit a separate lobbying certification and disclosure accordingly.

SIGNATURE: Usha Shankar TITLE: DIRECTOR OF OPERATIONS

COMPANY NAME: Symphony Corporation DATE: 01/08/2007

ITQ EXHIBIT F - REQUIRED SIGNATURE PAGE (submit two signed originals in your response)

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal: _____ Usha Shankar _____

Mailing address: _____ 2693 Research Park Drive, Suite 201, Madison, WI 53711 _____

Phone: _____ 608-661-7608 _____ Fax: _____ 608-294-9321 _____ Email: usha@symphony.cc_

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☐ If Corporation: Corp ID# _____ 391882117 _____ State: _____ WI _____

SIGNATURE: Usha Shankar _____ Date: _____ 01/08/2007 _____

Name and Title -type written: _____ Usha Shankar, Director of Operations _____

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

_____ at _____ as our agent to receive service of process.

WITNESS SIGNATURE: _____ Title: _____ Date: _____

The STATE of Iowa, acting through the undersigned officer(s), hereby accepts the foregoing response to the ITQ and pre-approves the SP named for agency requests for proposals using this agreement. This acceptance and the SP's response for the above referenced ITQ and related POs, including the terms and conditions of the ITQ constitute a binding contract between the STATE and the SP.

CT _____ Vendor ID# _____ CONDITIONAL TSB

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

ITQ Response Table of Contents (suggested)

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Name of Entity / Person Submitting Proposal: _____ Usha Shankar _____

Mailing address: _____ 2693 Research Park Drive, Suite 201, Madison, WI 53711 _____

Phone: _____ 608-661-7608 _____ Fax: _____ 608-294-9321 _____ Email: usha@symphony.co _____

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☐ If Corporation: Corp ID# _____ 391882117 _____ State: _____ WI _____

SIGNATURE: Usha Shankar _____ Date: 01/08/2007 _____

Name and Title -type written: _____ Usha Shankar, Director of Operations _____

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

_____ at _____ as our agent to receive service of process.

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CT _____ Vendor ID# _____ CONDITIONAL TSB

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

ITQ Response Table of Contents (suggested)

Acceptance of Amendment #1 to ITQ BD80200S102, version 1.0

Note: The same person who signed the original response to the ITQ must also sign below to accept this amendment to the ITQ.

I, Usha Shankar, officer for Symphony Corporation
(name and title) (company name)

Hereby accept and agree to Amendment No. 1 to the ITQ, BD80200S102, version 1.0 and agree to provide the additional requested information in the amendment.

Signature: X Usha Shankar Date: Feb 7, 2007

Signature for the State: _____ Date: _____

Upon signing, the aforementioned amendment is immediately incorporated into the ITQ and service provider's response to the ITQ.

Submit Two (2) Originally signed copies to:

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services (DGS)
Hoover STATE Office Building - Level A
Des Moines, IA 50319-0105

Mark envelope with: "ITQ Amendment #1 Acceptance"

If the amendment as presented is unacceptable, please advise the State of your rejection of the amendment in writing with reasons to the IO as above or by E-mail:

Ashley.Super@dgs.STATE.ia.us.



Rules Regarding ITQ

From Iowa Code 11- Chapter 105.8(7) - The department may pre-qualify vendors for certain classes of solicitations, including but not limited to: 1) Information technology consulting, 2) Architectural services, and 3) Engineering services.

Following institution of a prequalification process the department may select, in a competitive manner, a pre-qualified vendor ~~without public notice and~~ without further negotiation of general terms and conditions. A solicitation "may" be restricted only to pre-qualified vendors, in addition to the TSB notification required by 105.7(2). See also 11—106.5(80GA,HF534) below.

Vendor prequalification is not an award and does not create an obligation on the part of the department.

The department shall use an invitation to qualify process for the purpose of facilitating a subsequent solicitation that uses one of the other methods described in these rules. The purposes of using an invitation to qualify process include but are not limited to the following:

- 1) Standardize state terms and conditions relating to the type of procurement, thereby avoiding repetition and duplication.
- 2) Ensure that pre-qualified vendors are capable of performing work in a manner consistent with operational standards developed and adopted by the department.
- 3) Implement a pay-for-performance model directly linking vendor payments to defined results as required by Iowa Code section 8.47.
- 4) Consolidate records of vendor qualifications and performance in one location for reference and review.
- 5) Reduce time required for solicitation of proposals from vendors for individual procurements.

The department shall develop criteria for vendor qualification based upon its own expertise, the recommendations of its advisors, information and research, and the needs of agencies. The department shall develop and specify evaluation criteria for each invitation to qualify. Examples of evaluation criteria may include, but are not limited to the following:

- 1) Affirmative responses to a mandatory agreement questionnaire.
- 2) Ratings of at least average on a professional/technical personnel questionnaire.
- 3) Scores in a specified range for each client reference survey.
- 4) Competitive cost data by type of service.
- 5) Acceptable vendor financial information.

The department shall establish and notify pre-qualified vendors of minimum acceptable performance levels and institute a performance tracking mechanism on each pre-qualified vendor. If a vendor's performance falls below the minimum acceptable level, the vendor shall be removed from the pre-qualified list. A vendor that does not pre-qualify or that is removed from the pre-qualified list due to the vendor's performance has the right to appeal in accordance with 11—105.20(80GA, HF534).

11—106.5(80GA, HF534) Use of competitive selection:

Departments and establishments shall use competitive selection to acquire services from private agencies when the estimated annual value of the service contract is equal to or greater than \$5,000 or when the estimated value of the multiyear service contract in the aggregate, including any renewals, is equal to or greater than \$15,000 unless there is adequate justification for a sole source or emergency procurement pursuant to rule 106.7(80GA, HF534) or 106.8(80GA, HF534) or another provision of law.

106.5(1) When the estimated annual value of the service contract is equal to or greater than \$50,000 or the estimated value of the multiyear service contract in the aggregate, including any renewals, exceeds \$150,000, a department or establishment shall use a formal competitive selection process to procure the service.

106.5(2) When the estimated annual value of the service contract is equal to or greater than \$5,000 but less than \$50,000 and the estimated value of the multiyear service contract in the aggregate, including any renewals, does not exceed \$150,000, a department or establishment, in its sole discretion, shall use either a formal or informal competitive selection process to engage a service provider.

106.5(3) The requirement to use competitive selection to select a service provider when the estimated annual value of the service contract is equal to or greater than \$5,000 or when the estimated value of the multiyear service contract in the aggregate, including renewals, is equal to or greater than \$15,000 applies even when the department or establishment purchases services from a private entity and designates the contract it enters into with the private entity as a 28E agreement.

11—106.9(80GA, HF534) Informal competitive procedures.

106.9(1) When utilizing an informal competition as defined in rule 106.3(80GA, HF534), the department or establishment may contact the prospective service providers in person, by telephone, fax, E-mail or letter. When the department or establishment is not able to locate three prospective service providers, the department or establishment must justify contacting fewer than three service providers. The justification shall be included in the contract file.

106.9(2) A department or establishment may send copies of the scope of work to service providers that it has identified as qualified to perform the work described in the scope of work.